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11 *for Option One Mortgage Loan Trust 2007-2, Asset-Backed Certificates, Series 2007-2*

12 **UNITED STATES DISTRICT COURT**

13 **DISTRICT OF NEVADA**

14 WELLS FARGO BANK, NATIONAL
15 ASSOCIATION AS TRUSTEE FOR OPTION
16 ONE MORTGAGE LOAN TRUST 2007-2,
17 ASSET-BACKED CERTIFICATES, SERIES
18 2007-2,

19 Plaintiff,

20 vs.

21 LEMMIE GARNER; SUSAN CARLILE;
22 WOODLAND VILLAGE HOMEOWNER'S
23 ASSOCIATION;

24 Defendants.

25 LEMMIE GARNER AND SUSAN CARLILE,

26 Counterclaimants,

27 vs.

28 WELLS FARGO BANK, N.A., AS TRUSTEE
FOR OPTION ONE MORTGAGE LOAN
TRUST 2007-2, ASSET-BACKED
CERTIFACTED, SERIES 2007-2;

Counter-Defendant.

Case No.: 3:17-cv-00735-MMD-WGC

STIPULATED PROTECTIVE ORDER

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STIPULATED PROTECTIVE ORDER

Plaintiff/Counter-Defendant, Wells Fargo Bank, National Association as Trustee for Option One Mortgage Loan Trust 2007-2, Asset-Backed Certificates, Series 2007-2, Defendants/Counterclaimants, Lemmie Garner and Susan Carlile, and Defendant, Woodland Village Homeowner's Association, hereby stipulate and agree as follows:

1. Any party or non-party may designate as "confidential" (by stamping the relevant page or as otherwise set forth herein) any document or response to discovery which that party or non-party considers in good faith to contain information involving trade secrets, or confidential business or financial information, subject to protection under the Federal Rules of Civil Procedure or Nevada law ("Confidential Information"). Where a document or response consists of more than one page, the first page and each page on which Confidential Information appears shall be so designated.

2. A party or non-party may designate information disclosed during a deposition or in response to written discovery as "confidential:" by so indicating in said response or on the record at the deposition and requesting the preparation of a separate transcript of such material. Additionally, a party or non-party may designate in writing, within twenty (20) days after receipt of said responses or of the deposition transcript for which the designation is proposed, that specific pages of the transcript and/or specific responses be treated as "confidential" information. Any other party may object to such proposal, in writing or on the record. Upon such objection, the parties shall follow the procedures described in paragraph 8 below. After any designation made according to the procedure set forth in this paragraph, the designated documents or information shall be treated according to the designation until the matter is resolved according to the procedures described in paragraph 8 below, and counsel for all parties shall be responsible for making all previously unmarked copies of the designated material in their possession or control with the specified designation.

3. All information produced or exchanged in the course of this case (other than information that is publicly available) shall be used by the party or parties to whom the information is produced solely for the purpose of this case.

1 4. Except with the prior written consent of the other parties, or upon prior order of
2 this Court obtained with notice to opposing counsel, Confidential Information shall not be
3 disclosed to any person other than:

4 (a) counsel for the respective parties in this litigation, including in-house
5 counsel and co-counsel retained for this litigation;

6 (b) employees of such counsel;

7 (c) individual defendants, class representatives, any officer or employee of a
8 party, to the extent deemed necessary by Counsel for the prosecution of
9 this litigation;

10 (d) consultants or expert witnesses retained for the prosecution or defense of
11 this litigation, provided that each such person shall execute a copy of the
12 Certification attached to this Order as **Exhibit A** (which shall be retained
13 by counsel to the party so disclosing the Confidential Information and
14 made available for inspection by opposing counsel during the pendency or
15 after the termination of the action only upon good cause shown and upon
16 order of the Court) before being shown or given any Confidential
17 Information and provided that if the party chooses a consultant or expert
18 employed by a corporate defendant or one of its competitors, the party
19 shall notify the opposing party, or designating non-party, before disclosing
20 any Confidential Information to that individual and shall give the opposing
21 party an opportunity to move for a protective order preventing or limiting
22 such disclosure;

23 (e) any authors or recipients of the Confidential Information;

24 (f) the Court, personnel, and court reports; and

25 (g) witnesses (other than persons described in paragraph 4(e).) A witness
26 shall sign the Certification before being shown a confidential document.
27 Confidential Information may be disclosed to a witness who will not sign
28 the Certification only in a deposition at which the party who designated

1 the Confidential Information is represented or has been given notice that
2 Confidential Information shall be designated “Confidential” pursuant to
3 paragraph 2 above. Witnesses shown Confidential Information shall not
4 be allowed to retain copies.

5 5. Any persons receiving Confidential Information shall not reveal or discuss such
6 information to or with any person who is not entitled to receive such information, except as set
7 forth herein.

8 6. Unless otherwise permitted by statute, rule, or prior Court Order, papers filed with
9 the Court under seal shall be accompanied by a contemporaneous motion for leave to file those
10 documents under seal, and shall be filed consistent with the Court’s electronic filing procedures
11 in accordance with Local Rule UA 10-5(a). Notwithstanding any agreement among the parties,
12 the party seeking to file a paper under seal bears the burden of overcoming the presumption in
13 favor of public access to papers filed in court. *Kamakana v. City and County of Honolulu*, 447
14 F.2d 1172 (9th Cir. 2006).

15 7. A party may designate as “confidential” documents or discovery materials
16 produced by a non-party by providing written notice to all parties of the relevant document
17 numbers or other identification within thirty (30) days after receiving such documents or
18 discovery materials. Any party or non-party may voluntarily disclose to others without
19 restriction any information designated by that party or non-party as confidential, although a
20 document may lose its confidential status if it is made public.

21 8. If a party contends that any material is not entitled to confidential treatment, such
22 party may at any time give written notice to the party or non-party who designated the material.
23 The party or non-party who designated the material shall have twenty-five (days) from the
24 receipt of such written notice to apply to the Court for an order designating the material as
25 confidential. The party or non-party seeking the order has the burden of establishing that the
26 document is entitled to protection.

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1 9. Notwithstanding any challenge to the designation of material as Confidential
2 Information, all documents shall be treated as such and shall be subject to the provisions hereof
3 unless and until one of the following occurs:

4 (a) the party or non-party claims that the material is Confidential Information
5 withdraws such designation in writing; or

6 (b) the party or non-party who claims that the material is Confidential
7 Information fails to apply to the Court for an Order designating the
8 material confidential within the time period specified above after receipt
9 of a written challenge to such designation; or

10 (c) the Court rules the material is not confidential.

11 10. All provisions of this Order restricting the communication or use of Confidential
12 Information shall continue to be binding after the conclusion of this action, unless otherwise
13 agreed or ordered. Upon conclusion of the litigation, a party in the possession of Confidential
14 Information, other than that which is contained in pleadings, correspondence, and deposition
15 transcripts, shall either (a) return such documents no later than thirty (30) days after conclusion
16 of the action to counsel for the party or non-party, or (b) destroy such documents within the time
17 period upon such consent of the party who provided the information and certify in writing within
18 thirty (30) days that the documents have been destroyed.

19 11. The terms of this Stipulation and Order do not preclude, limit, restrict or
20 otherwise apply to the use of documents at trial.

21 12. Nothing herein shall be deemed to waive any applicable privilege or work product
22 protection, or to affect the ability of a party to seek relief for an inadvertent disclosure of material
23 protected by privilege or work product protection.

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1 13. Any witness or other person, firm, or entity from which is discovery is sought
2 may be informed of and may obtain the protection of this Order by written advice to the parties'
3 respective counselor by oral advice at the time of any deposition or similar proceeding.

4
5 DATED this 21st day of November, 2018.

DATED this 21st day of November, 2018.

6 WRIGHT, FINLAY & ZAK, LLP

THE KIDDER LAW GROUP, LTD.

7 /s/ Krista J. Nielson

/s/ Ryan J. Cann

8 Bradley T. Wibicki, Esq.
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Wells Fargo Bank, National Association as
Trustee for Option One Mortgage Loan Trust
2007-2, Asset-Backed Certificates, Series
2007-2

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Sparks, Nevada 89431
Attorney for Defendants/Counterclaimants,
Lemmie Garner and Susan Carlile

15 DATED this 21st day of November, 2018.

16 LEACH KERN GRUCHOW ANDERSON
17 SONG

18 /s/ Karen M. Ayarbe

19 Karen M. Ayarbe, Esq.
20 Nevada Bar No. 3358
21 5421 Kietzke Lane, Suite 200
22 Reno, NV 89511
Attorneys for Defendant, Woodland Village
Homeowner's Association

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Paragraph 10 is modified to reflect that although the parties may agree to be bound by the confidentiality terms of this Order beyond the conclusion of this lawsuit, the dismissal of this action will terminate the jurisdiction of this Court.

DATED: November 26, 2018.

William G. Cobb
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

I hereby certify my understanding that Confidential Information is being provided to me pursuant to the terms of the Protective Order dated _____, in the Case of *Wells Fargo Bank, National Association as Trustee for Option One Mortgage Loan Trust 2007-2, Asset-Backed Certificates, Series 2007-2 v. Lemmie Garner et al.* (Case No. 3:17-cv-00735-MMD-WGC). I have been given a copy of that Order and read it. I agree to be bound by the Order. I will not reveal Confidential Information to anyone, except as allowed and consistent with this Order. I will maintain all such Confidential Information – including copies, notes, or other transcriptions made therefrom – in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of this action, I will return the Confidential Information – including copies, notes, or other transcriptions made therefrom – to the counsel who provided with the Confidential Information. I hereby consent to the jurisdiction of the United States District Court for the purpose of enforcing the Protective Order.

Dated: _____
